

SUPPLEMENTAL GENERAL CONDITIONS

Section 00810CMR

The Supplemental General Conditions contained herein amend or supplement the General Conditions, Section 00700CMR.

ARTICLE 1 – DEFINITIONS

1.49 Owner's Representative: Add the following:

William Massingill
City of Austin Public Works Department

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands: Add the following:

"CM shall contact Owner's Public Works Department to obtain a Temporary Use of Right-of-Way Permit prior to beginning construction on any sidewalk/driveway or occupying any parking area/meters within the public rights-of-way."

ARTICLE 5 - BONDS AND INSURANCE

"5.3 Insurance:

5.3.1 CM Provided Insurance

CM shall provide insurance coverages described in paragraph(s) 5.3.1.1 and 5.3.1.2 (and 5.3.1.5 and 5.3.1.6, as required) for all Work required by the Contract through the end of the warranty period (with the exception of Builders' Risk, which is required only until the Work is accepted by Owner). In addition, CM shall provide insurance coverages described in Paragraph(s) 5.3.1.3 and 5.3.1.4 from Substantial Completion of the Work (in accordance with Section 00700CMR General Conditions Paragraph 14.7 to the end of the warranty period.

Subcontractors performing Work which involves asbestos, hazardous material or pollution defined as asbestos or any other excluded CM as described in 5.3.2.1 will not be enrolled in the Rolling Owner Controlled Insurance Program (ROCIP) and must provide insurance as specified in paragraphs 5.3.1.1 through 5.3.1.6.

In the event that the Rolling Owner Controlled Insurance Program (ROCIP) or the coverage it provides to the Project is terminated for any reason, whether prior to the start of Work or

any time during the Work, upon thirty (30) days Written Notice from Owner, CM shall purchase and maintain as minimum the insurance coverages described in Paragraphs 5.3.1.3 and 5.3.1.4, for all Work remaining under the Contract through the end of the warranty period. All insurance secured by CM, Subcontractors and Sub-subcontractors pursuant to Owner's requirements under this provision shall be in accordance with Article 5 of the General Conditions and paragraph 5.3.1.1 of this section. If CM is required to provide insurance as described in paragraphs 5.3.1.3 and 5.3.1.4, Owner shall reimburse CM for the reasonable cost of providing the insurance described therein based upon the "Total Cost of Insurance for Base Bid" (plus total of all "Total Cost of Insurance for Alternates" selected by Owner) as stated by CM in Contract Section 00425A (Insurance Cost Form) pro rated to take into account the Contract Time and Work remaining for performance of CM's obligations under the Contract.

5.3.1.1 General Requirements.

- .1** CM shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by Owner in the care, custody and control of CM prior to and during construction and warranty period.
- .2** CM must complete and forward the Certificate of Insurance, Section 00650, to Owner before the Contract is executed as verification of coverage required below. CM shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by Owner. Approval of insurance by Owner shall not relieve or decrease the liability of CM hereunder and shall not be construed to be a limitation of liability on the part of CM. CM must also complete and forward the Certificate of Insurance, Section 00650, to Owner whenever a previously identified policy period has expired as verification of continuing coverage.
- .3** CM's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.
- .4** All endorsements naming the Owner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Austin, Capital Contracting Office, P.O. Box 1088, Austin, Texas 78767.
- .5** The "other" insurance clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both Owner and CM, shall be considered primary coverage as applicable.
- .6** If insurance policies are not written for amounts specified below, CM shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- .7** Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding

upon either of the parties hereto or the underwriter on any such policies.

- .8** Owner reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CM.
- .9** CM shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- .10** CM shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- .11** CM shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- .12** If Owner owned property is being transported or stored off-site by CM, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Owner's property.
- .13** The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CM.

5.3.1.2 Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of Owner:

- a) Waiver of Subrogation endorsement CA 0444;
- b) 30 day Notice of Cancellation endorsement CA 0244; and
- c) Additional Insured endorsement CA 2048.

Provide coverage in the following types and amounts:

- .1** A minimum combined single limit of \$1,000,000 minimum per occurrence for bodily injury and property damage.

5.3.1.3 Workers' Compensation And Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CM shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The Certificate of Insurance, Section 00650, must be presented as evidence of coverage for CM. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to Owner. CM's policy shall apply to the State of Texas and include these endorsements in favor of Owner:

- a) Waiver of Subrogation, form WC 420304; and
- b) 30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

- .1 \$100,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

5.3.1.4 Commercial General Liability Insurance. The Policy shall contain the following provisions:

- a) Contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
- b) Completed Operations/Products Liability for the duration of the warranty period.
- c) Explosion, Collapse and Underground (X, C & U) coverage.
- d) Independent CMs coverage (CMs/ SubCMs work).
- e) Aggregate limits of insurance per project, endorsement CG 2503.
- f) Owner listed as an additional insured, endorsement CG 2010.
- g) 30 day notice of cancellation in favor of Owner, endorsement CG 0205.
- h) Waiver of Transfer of Recovery Against Others in favor of Owner, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

- .1 A combined bodily injury and property damage limit of \$500,000 per occurrence.

5.3.1.5 Builders' Risk Insurance. CM shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by Owner. Owner shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

5.3.1.6 Hazardous Materials Insurance.

For Work which involves lead and asbestos or any hazardous materials or pollution defined as asbestos, CM or Subcontractors responsible for the Work shall comply with the following insurance requirements in addition to those specified above:

- .1 Provide a lead and asbestos abatement endorsement to the Commercial General Liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy shall not exclude asbestos or any hazardous materials or pollution defined as asbestos, and shall provide "occurrence" coverage without a sunset clause. The policy

shall provide 30 day Notice of Cancellation and Waiver of Subrogation endorsements in favor of Owner.

- .2 CM or Subcontractors responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement shall, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.
- .3 CM shall submit complete copies of the policy providing pollution liability coverage to Owner.

5.3.1.7 Professional Liability Insurance. For Work which requires professional engineering or professional survey services to meet the requirements of the Contract, including but not limited to excavation safety systems, traffic control plans, and construction surveying, the CM or Subcontractors, responsible for performing the professional services shall provide Professional Liability Insurance with a minimum limit of \$500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to all professional services provided in due course of the Work of this Contract.

5.3.2.2 Workers' Compensation and Employers' Liability Insurance. All states including monopolistic.

- .1 Workers' Compensation-Statutory Benefits for Texas or state of hire as required by statute.
- .2 Employers' Liability. Limits of \$1,000,000 bodily injury each accident.
\$1,000,000 bodily injury by disease, each employee.
\$1,000,000 bodily injury by disease, policy limit.
- .3 Endorsements:
 - a) Employers' Liability Coverage Endorsement
 - b) Designated Workplaces Exclusion Endorsement
 - c) Voluntary Compensation and Employers Liability Coverage Endorsement
 - d) Policy Period Endorsement

- e) Texas Waiver of Our Right to Recover From Others Endorsement
- f) Federal Employers' Liability Act Coverage Endorsement
- g) Longshoremen's and Harbor Workers' Compensation Act
- h) Maritime Coverage Endorsement
- i) Sole Proprietors, Partners, Officers and Others Coverage Endorsement
- j) Sole Agent Consolidated Insurance Programs
- k) Unintentional Error and Omissions Endorsement
- l) Knowledge and Notice of Occurrence Endorsement
- m) Texas Health Care Network Endorsement
- n) Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
- o) Notice of Cancellation
- p) Texas Amendatory Endorsement - Notice of Cancellation
- q) Alternate Employer Endorsement
- r) Texas Deductible Endorsement
- s) Texas Amendatory Endorsement – Who Is An Insured
- t) State Specific Endorsements

5.3.2.3 Commercial General Liability Insurance.

.1 Limits of Liability:

- a) \$4,000,000 General Aggregate Limit
- b) \$4,000,000 Products-Completed Operations Aggregate Limit
- c) \$2,000,000 Personal and Advertising Injury
- d) \$2,000,000 Each Occurrence
- e) \$1,000,000 Damages to Premises Rented to You Limit (Any one premises. Subject to occurrence limit)
- f) \$10,000 Medical Expense Limit (Any one person. Subject to occurrence limit)
- g) Aggregate limits will be reinstated annually during the 5-year project period. For 10 Year Completed Operations Extension, the Products Completed Operations Aggregate will be shared with the latest annual policy period during which a policy issued by us was in effect.

.2 Policy Form. Commercial General Liability Coverage Form CG 00 01 (12/07 Edition).

.3 Forms:

- a) Wrap-up Insurance Program – Amendment of Coverage
- b) Products and Completed Operations Extension – Ten (10) Years – This is part of the Wrap-Up Insurance Program Amendment of Coverage Endorsement
- c) Sole Agent / First Named Insured is the Sole Agent – This is part of the Wrap-Up Insurance Program Amendment of Coverage Endorsement
- d) Designated Projects - This is part of the Wrap-Up Insurance Program Amendment of Coverage Endorsement
- e) Common Policy Conditions

- f) Texas Disclosure Form
- g) Early Notice of Cancellation Provided by Us
- h) Texas Changes - Cancellation and Nonrenewal Provisions For Casualty Lines And Commercial Package Policies
- i) Combined Limits of Insurance – Multiple Policies
- j) Blanket Additional Insured
- k) Notice of Occurrence, Offense or Injury
- l) Knowledge of Occurrence or Offense
- m) Non-owned Watercraft Amended
- n) Contractual Liability - Railroads
- o) Texas Changes – Employment Related Practices Exclusion
- p) Per Project and Per Location combined Aggregate Limits – With Optional Capped Limits Endorsement
- q) Unintentional Failure to Disclose
- r) Reasonable Force
- s) Bodily Injury Redefined
- t) Waiver of Transfer Rights of Recovery Against Others to Us
- u) Bodily Injury to Co-Employees Coverage – Supervisors, Managers and Good Samaritans
- v) Exclusion – Contractors – Professional Liability
- w) Professional Health Care Services by Employees or Volunteer Workers Coverage
- x) Texas - Total Pollution Exclusion
- y) Silica Exclusion Endorsement
- z) Recording and Distribution of Material or Information in Violation of Law Exclusion
- aa) Lead Exclusion
- bb) Mold and Mold Related Construction Defect Exclusion
- cc) Asbestos Exclusion Endorsement
- dd) Advertisement Redefined
- ee) Joint Defense Endorsement
- ff) Joint and Several Amendment
- gg) Nuclear Energy Liability Exclusion Endorsement (Broad Form)
- hh) Non-Cumulation of Liability (Same Occurrence)
- ii) Discrimination Exclusion
- jj) Composite Rate Endorsement
- kk) Deductible – Damages and Supplementary Payments (Damages Within the Deductible Erode the Policy Limit)
- ll) Personal and Advertising Injury – Occurrence Redefined
- mm) Personal and Advertising Injury – Definition of Publication
- nn) Cap on Losses from Certified Acts of Terrorism
- oo) Exclusion of Punitive Damages from Certified Acts of Terrorism
- pp) Other Terrorism Endorsements

5.3.2.4 Umbrella/Excess Liability Insurance.

- .1 \$50,000,000 Each Occurrence
- .2 \$50,000,000 Products-Completed Operations Aggregate
- .3 \$50,000,000 Other Aggregate (Where Applicable)
- .4 Umbrella/Excess includes a Completed Operations Extension period of Ten (10) years.

5.3.2.5 General Provisions.

- .1 Coverage Availability. All insurance specified herein shall be maintained continuously until Substantial Completion of the Project except as provided in Section 5.3.1. All insurance shall provide for Owner to take occupancy of the Work or any part thereof during the term of said insurance.
- .2 The first five thousand dollars (\$5,000) of any insurable general liability property damage loss will be the responsibility of and paid by the CM and deducted from the contract amount.
- .3 Contract Insurance Cost.
 - a) CM agrees not to duplicate or include any portion of their normal insurance cost, including Subcontractor insurance costs, in their Bid or in Change Orders (if any) for the coverages provided by Owner under paragraphs 5.3.2.2 through 5.3.2.4.
 - b) CM shall agree to cooperate fully with Owner's ROCIP Administrator and Project Manager in providing the necessary insurance data and information as required in the Bid Documents and associated documents and submittals furnished and required by Owner during the duration of the Project or until Owner furnished coverages are terminated. Failure to provide insurance information or documents/submittals to the Owner's ROCIP Administrator and Owner's Representative within specified time periods, by CM, any Subcontractor or Sub-subcontractor will result in withholding of progress payments to CM by Owner. The Payment Form can be withheld due to failure to provide insurance information or documents within specified time periods.
- .4 Governing Conditions. In the event of conflict between Insurance Policy Terms and Conditions and the coverage conditions specified herein, the insurance policies will govern.
- .5 CM Furnished Insurance.
 - a) Automobile Liability Insurance. CM and all Subcontractors, Sub-subcontractors and vendors shall maintain Automobile Liability Insurance as specified in paragraphs 5.3.1.1 and 5.3.1.2, at their own expense. CM must submit Certificates of Insurance for all Subcontractors to Owner prior to their commencing Work on the Project.
 - b) Vendors, Suppliers and Haulers Required Insurance
 - a. Workers' Compensation and Employers' Liability Insurance. Vendors, suppliers, haulers, and other non-ROCIP participants as outlined in 5.3.2.1 shall provide workers' compensation insurance as specified in paragraphs 5.3.1.1 and 5.3.1.3.
This coverage requirement does not apply to motor carriers who are required pursuant to Texas Civil Statutes, Article 6675c to register with the Texas Department of

Transportation and to provide accidental insurance coverage pursuant to Texas Civil Statutes, Article 6675c.

This coverage requirement does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Texas Workers' Compensation Act (Act), Article 406.09(c) and who are explicitly excluded from coverage in accordance with the Act.

- b. Automobile Liability Insurance. Vendors, suppliers, haulers and other non-ROCIP participants as outlined in 5.3.2.1 shall provide workers' compensation insurance as specified in paragraphs 5.3.1.1 and 5.3.1.2.
 - c. Commercial General Liability Insurance. Vendors, suppliers, haulers, and other non-ROCIP participants as outlined in 5.3.2.1 shall provide Commercial General Liability Insurance as specified in paragraphs 5.3.1.1 and 5.3.1.4.
- .9 Mutual Waiver of Property Damage and Right of Recovery. To the extent of coverage provided by the Builder's Risk Insurance, Owner has waived its rights to recover physical damage or loss to its property against CM, Subcontractors and Sub-subcontractors. CM, Subcontractors and Sub-subcontractors shall also waive any and all rights each may have to recover physical damage or loss to the property of each against OWNER, its designees, E/A, and other CMs engaged in the Project. This waiver of the right of recovery for property damage shall be binding upon any property, automobile or equipment insured in respect to any subrogation rights which such insurer may possess by virtue of any payments of damage or loss. CM, Subcontractors and Sub-subcontractors agree as a condition of performing Work on the Project to execute such documents and coverage described herein and the waiver(s) of subrogation as described herein.
- .10 Certificates of Insurance. CM shall submit three (3) copies of the required Certificates of Insurance (Section 00650) for CM and all Subcontractors and Sub-subcontractors to Owner prior to their commencing Work on the job site. CM and all Subcontractors and Sub-subcontractors shall provide the following information on the Certificate of Insurance:
- Workers' Compensation (off-site)
 - General Liability (off-site)
 - Umbrella/Excess Liability (off-site)
 - Automobile Liability - Primary (CM must provide hired/non-owned)

ARTICLE 6 - CM'S RESPONSIBILITIES

6.4 Concerning Subcontractors, Suppliers and Others: Delete 6.4.7 and replace with the following:

"6.4.7 Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) Calendar Days from the Contractor's

receipt of payment from Owner. Contractor shall not withhold retainage payments from any Subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from Owner. This clause applies to both DBE and non-DBE Subcontractors."

6.5.5 Permits, Fees: Add the following:

"Owner will obtain and pay for the following permits, licenses and/or fees:

- .1 Site Development Permit.
- .2 Building Permit(s). Owner's responsibility for obtaining and paying for the Building Permit(s) shall be limited to the following where applicable: the required Electrical Service (Aid of Construction) Fee, Water and Wastewater Tap Fees, Water and Wastewater Capital Recovery Fees, and Septic Permit Fee. The Owner's responsibility for obtaining and paying for the Building Permit(s) excludes securing and paying for the following where applicable: Driveway Permit (Concrete) Fee, Electrical Permit, Mechanical Permit, Plumbing Permit, Water Engineering Inspection Fee, Temporary Use of Right-of Way Permit, the gas company's Gas Yard Line Contribution Fee, and any other permits/fees not listed above.
- .3 Texas Department of Transportation permit for Work in State rights-of-way.
- .4 Railroad Utility License Agreement."

6.6 Laws and Regulations: Add the following:

"**6.6.4** This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

Owner has prepared a Storm Water Pollution Prevention Plan (SWPPP). Reference Section 01096 for this SWPPP.

Owner shall file the Owner's Notice of Intent to the Texas Commission on Environmental Quality (TCEQ). Owner shall pay the TPDES storm water application fee.

CM's responsibilities are as follows:

- .1 Obtain a signed certification statement from all Subcontractors responsible for implementing the erosion / sedimentation controls and other best management practices that are part of the SWPPP. This statement shall indicate that the Subcontractor understands the permit requirements. The certified statement forms shall be attached to and become part of the SWPPP.
- .2 Fill out the TCEQ's "Construction Site Notice" form, which is Attachment 2 to the TPDES General Permit TXR150000 (form available from OWNER or on the Internet at

<http://www.tceq.state.tx.us/assets/public/permitting/waterquality/attachments/stormwater/txr152d2.pdf> and post it near the main entrance of the Work, or at multiple postings if the Work is linear. Mail a copy of the completed Construction Site Notice form to the local Municipal Separate Storm Sewer Systems (MS4) representative:

TPDES Program Coordinator
City of Austin – WPD – ERM
P.O. Box 1088
Austin, TX 78767

- .3 Maintain all erosion/sedimentation controls and other protective measures identified in the SWPPP in effective operating condition.
- .4 Perform inspections every five (5) working days and after every ½ inch rainfall event, noting the following observations on an inspection form provided by Owner:
 - Locations of discharges of sediment or other pollutants from the site.
 - Locations of storm water/erosion/sedimentation controls that are in need of maintenance.
 - Locations of storm water/erosion/sedimentation controls that are not performing, failing to operate, or are inadequate.
 - Locations where additional storm water/erosion/sedimentation controls are needed.
- .5 Maintain at Work site at all times a copy of the SWPPP (with all updates, as described below) and inspection reports.
- .6 Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion/sedimentation controls and other best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports. Any SWPPP revisions or updates must be signed and certified by a Certified Professional in Erosion and Sedimentation Control (CPESC) or a Registered Professional Engineer. If the SWPPP includes engineering calculations, then SWPPP must be sealed and signed by a Registered Professional Engineer.
- .7 Upon completion of the Work, provide TPDES records to Owner."

6.10 Safety and Protection: Add the following to paragraph 6.10.3:

"6.10.3 At the minimum, the safety representative will be certified in personal protective equipment, hazard communication, demolition and blasting, trench/excavation, hand and power tools, welding/cutting, cranes/derricks/hoists/conveyors/, scaffolding, confined space, CPR and first aid."

ARTICLE 14 - PAYMENTS TO CM AND COMPLETION

14.1 Application for Progress Payment: Delete 14.1.5 and replace with the following:

“.5 Retainage will not be withheld on federally funded projects.”

14.1 Application for Progress Payment: Delete 14.1.6.3 and replace with the following:

“.3 Contract time statement form signed by CM and Owner’s Representative. If CM does not agree with the number of accumulated days charged, CM shall file a Claim in accordance with Article 16.1, Filing of Claims.”

“.4 Payroll Authorization and Certificates of Insurance. CM shall provide monthly payroll reports (including CM and all Subcontractors and Sub-subcontractors) to the ROCIP Insurance Administrator on forms provided by the ROCIP Administrator or on other mutually agreed upon forms. In addition, CM shall assure that current certificates of insurance are provided as necessary for CM and all Subcontractors and Sub-subcontractors. A Payment Form signed by the ROCIP Administrator shall be submitted with each Application for Payment. Failure to submit this form will result in withholding of payment. The ROCIP Insurance Administrator will generate the Payment Form upon receipt of the monthly payroll report and required certificates of insurance.”

14.4 Decisions to Withhold Payment:

Reference 14.4.1; add the following:

- “.16 failure of CM to meet the ROCIP and/or Safety Program requirements.
- .17 property damage losses that are the responsibility of the CM (reference section 00810CMR, 5.3.2.5.4)”

Add the following “**14.7.3** Substantial Completion will include a full Certificate of Occupancy and completion of the new and remodeled buildings with full operating systems.”

14.10 Final Application for Payment: Add the following paragraph(s) to 14.10:

“.10 TPDES records in accordance with 6.7.4.”

14.14.2 Prior to Final Payment, the Owner in its reasonable discretion may retain portions of payments otherwise due to the CM to offset any overage in the Program Allowance that would otherwise result at Final Payment.”

WARRANTY ITEM NO. _____

(PROJECT NAME)

The General Conditions of the Contract require that Warranty Defects be corrected within 7 days after written notice is received.

TO: _____
CM name address / telephone / fax / email

ATTENTION OF: _____

FROM: _____
project manager name / address / telephone / fax / email

PROJECT: _____
name / location / CIP ID number

END OF ONE YEAR WARRANTY: _____

SUBJECT: _____

☐ If checked, the damage requires immediate attention. The CM has been called.

☐ If checked, the Consultant has been asked to consult with the CM on the problem.

PLEASE CORRECT OR REPAIR THE FOLLOWING ITEM(S):

DATE OF REQUEST _____ **SIGNATURE** _____

Manager

Project

xc:

☐ _____ Phone No. _____

☐ _____ Phone No. _____

☐ _____ Phone No. _____

☐ _____ Phone No. _____

RESPONSE FROM CM: DATE CORRECTION WAS MADE: _____

The CM must endeavor to correct the defect within 7 calendar days after written notice is given. If the defect cannot be corrected in that time, CM shall provide a written explanation to the Owner's Representative describing the repairs needed and the time required to complete the repairs.

Description of corrections made:

DATE OF REPLY _____ **SIGNATURE** _____

When the repair is complete, the CM should return a copy to each of the following:

☐ _____ Phone No. _____

☐ _____ Phone No. _____

☐ _____ Phone No. _____

☐ _____ Phone No. _____

END